

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
TACOMA

The Honorable Benjamin H. Settles

TROY SLACK, JACOB GRISMER,  
RICHARD ERICKSON, SCOTT PRAYE,  
GARY H. ROBERTS, ROBERT P.  
ULLRICH, HENRY LEDESMA, TIMOTHY  
HELMICK, DENNIS STUBER, ERIC  
DUBLINSKI, SEAN P. FORNEY,  
individually, and as Putative Class  
Representatives,

Plaintiffs,

v.

SWIFT TRANSPORTATION CO. OF  
ARIZONA, LLC,

Defendant.

NO. 3:11-cv-05843 BHS

**DECLARATION OF TIMOTHY HELMICK**

I, Timothy Helmick, do hereby declare:

1. I am a former employee of Swift Transportation and a named plaintiff in the above styled action. The information contained herein is based upon my personal knowledge, and I am submitting this declaration in support of Plaintiffs' Motion for Class Certification.

2. I was employed by Merit Distribution Services, Inc. ("Merit") and Swift Transportation Company of Arizona, LLC ("Swift"), from December 2002 to April 7, 2011. When first hired by Merit, I worked as a dedicated driver for the Wal-Mart Account. After Swift acquired Merit, I continued my employment as a dedicated driver for Swift in Corrine, Utah. Sometime prior to July 18, 2008, I transferred to Swift's Grandview terminal where I was a dedicated driver for the Wal-Mart account at Grandview, Washington. On or about February 2011, I transferred back to Swift's Corinne, Utah, terminal where I worked as a dedicated driver on the Wal-Mart account until April 7, 2011.

3. My home terminal from at least July 18, 2008, to February 2011, as assigned by Swift, was Grandview, Washington.

4. During my time as a Swift driver dedicated to the Wal-Mart account, I typically drove between 65 to 70 hours per week.

5. During my time as a Swift driver based at Grandview, Washington, my pay was primarily based on an amount per mile driven (based on Rand McNally miles).

6. During my employment with Swift, my base mileage rate of pay increased over time at predetermined time intervals to reflect my experience level at Swift (i.e., the length of time with Swift).

7. I am bringing the following claims, individually, against Swift for (1) unpaid overtime pay associated with mileage and (2) treble damages for Swift's failure to pay me all I was owed upon the termination of my employment.

#### **MILEAGE OVERTIME CLAIM**

8. My mileage-based pay rate at Swift did not include an amount to compensate me at an overtime rate for all driving time I worked over 40 hours in a week.



1 9. At not time during my employment at Swift did anybody from Swift suggest that  
2 Washington-based driver mileage rates included an amount to compensate the driver for  
3 driving in excess of 40 hours per week.

4 10. At no time during my employment at Swift was I ever provided with a breakdown of my  
5 pay information that indicated or designated any amount for overtime pay.

6  
7 **CLASS REPRESENTATIVE OBLIGATIONS**

8 11. I understand that I am making claims for overtime pay that Swift has denied me as a  
9 mileage paid driver based in a Swift terminal in Washington. I understand that I am also  
10 offering and am willing to make the same type of claim, in a representative capacity, on  
11 behalf of all the other Swift drivers who are Washington-based, who have been or who  
12 are continuing to be paid by the mile, and who have been denied overtime pay in their  
13 mileage pay going back as far as July 18, 2008.

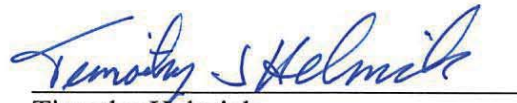
14 12. I understand that I am making claims for treble damages (calculated from any recovery  
15 on the other claims I have described above) under Washington law, which requires an  
16 employer to pay any employee all he is owed upon the termination of the employment. I  
17 understand that I am also offering and am willing to bring the same type of claim in a  
18 representative capacity on behalf of all other Swift drivers who are Washington based, or  
19 who are or have been assigned to Washington Positions who are bringing claims as  
20 described above for the implementation of Swift's pay policies at any time after July 18,  
21 2008, and who have since left Swift's employment.

22 13. I understand that I have an obligation to cooperate with the lawyers for the purpose of  
23 fulfilling my duties as a class representative. I have tried to meet and fulfill those duties  
24

1 to the best of my ability and will continue to do so if the Court certifies this case as a  
2 class action.

3 I do declare under penalty of perjury under the laws of the United States of America that  
4 the foregoing is true and correct to the best of my knowledge, information and belief.

5  
6  
7 Date: June 27, 2013

  
Timothy Helmick